

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

0122

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

00603

7. ADMINISTERED BY (If other than Item 6)

CODE

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ADVANCED TECHNOLOGIES AND LABORATORIES (ATL)
Attn: JOU HWANG
555 QUINCE ORCHARD ROAD, SUITE 500
GAITHERSBURG MD 208781437

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC27-10RV15051

10B. DATED (SEE ITEM 13)

11/20/2009

CODE 827013467

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.217-8 Option to Extend Services (NOV 1999)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise Contract Extension Option Period III that extends the period of performance to July 2, 2015 and subsequently updates the PEMP. See continuation pages for further detail.

Payment:

OR for ORP

U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 4307
Oak Ridge TN 37831

Period of Performance: 01/03/2010 to 07/02/2015

Except as provided herein, all terms and conditions of the document referenced in Item 8 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Jou Hwang, President

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

David R. Garcia

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

5/14/15

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

Mar 14, 2015

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

14. Description of Amendment/Modification Continued:

1. The purpose of this modification is to exercise Contract Extension Option Period III, *Analytical Services & Testing*, under Contract Line Item Number (CLIN) 10 of the contract. There are no funds obligated to CLIN10 as a result of this modification.
 - The estimated value of CLIN 10 is \$1,034,804.81, with an additional \$77,610.36 available for award fee for a total of \$1,112,415.17.
 - The awarded contract period of performance is changed from January 3, 2010 – June 2, 2015 to January 3, 2010 – July 2, 2015, as stated in Section F.1.
2. Section J, Attachment 7, Performance Evaluation and Measurement Plan, is being revised to update the Configuration Table on page J-127 to include Revision 6 for Performance Evaluation and Measurement Plan Year 2015 due to contract extension. The change is as follows:

FROM:

Version	PEMP Year	Effective Dates	Contract Mod	Date Signed
Original	2011	1/1/2011 – 12/31/2011	039	7/14/2011
Revision 1	2012	1/1/2012 – 12/31/2012	053	12/30/2011
Revision 2	2013	1/1/2013 – 12/31/2013	084	4/10/2013
Revision 3	2014	1/1/2014 – 12/31/2014	100	1/23/2014
Revision 4	2015	1/1/2015 – 4/2/2015	116	1/20/2015
Revision 5	2015	4/3/2015 – 6/2/2015	119	3/23/2015

TO:

Version	PEMP Year	Effective Dates	Contract Mod	Date Signed
Original	2011	1/1/2011 – 12/31/2011	039	7/14/2011
Revision 1	2012	1/1/2012 – 12/31/2012	053	12/30/2011
Revision 2	2013	1/1/2013 – 12/31/2013	084	4/10/2013
Revision 3	2014	1/1/2014 – 12/31/2014	100	1/23/2014
Revision 4	2015	1/1/2015 – 4/2/2015	116	1/20/2015
Revision 5	2015	4/3/2015 – 6/2/2015	119	3/23/2015
Revision 6	2015	6/3/2015 – 7/2/2015	122	TBD

3. Section J, Attachment 7, Performance Evaluation and Measurement Plan, is being revised to update pages J-131, J-139, J-140, J-143, and J-144 for the Performance Evaluation and Measurement Plan Year 2015 due to the period of performance extension.

All other terms and conditions remain unchanged.

Attachment

DE-AC27-10RV15051

MODIFICATION 122

Replacement Pages

(Total: 7, including this Cover Page)

- Section J, Attachment 7, Performance Evaluation and Measurement Plan, Pages J-127, J-131, J-139, J-140, J-143 and J-144

ATTACHMENT 7: PERFORMANCE EVALUATION AND MEASUREMENT PLAN**CONFIGURATION TABLE**

Version	PEMP Year	Effective Dates	Contract Mod	Date Signed
Original	2011	1/1/2011 – 12/31/2011	039	7/14/2011
Revision 1	2012	1/1/2012 – 12/31/2012	053	12/30/2011
Revision 2	2013	1/1/2013 – 12/31/2013	084	4/10/2013
Revision 3	2014	1/1/2014 – 12/31/2014	100	1/23/2014
Revision 4	2015	1/1/2015 – 4/2/2015	116	1/20/2015
Revision 5	2015	4/3/2015 – 6/2/2015	119	3/23/2015
Revision 6	2015	6/3/2015 – 7/2/2015	122	TBD

DOE OFFICE OF RIVER PROTECTION PERFORMANCE EVALUATION AND MEASUREMENT PLAN
ADVANCED TECHNOLOGIES & LABORATORIES INTERNATIONAL, INC. -CONTRACT DE-AC27-10RV15051

Performance Evaluation Monitor (PEM): Designated by the Performance Evaluation Board as responsible individuals monitoring and evaluating the contractor's performance.

Performance Objective: A statement of desired results from an organization or activity.

Provisional Payment of Fee: Any payments paid on a provisional basis may be reclaimed.

Special Emphasis Area (SEA): An area that is extremely important to ORP.

A. INTRODUCTION:

This Performance Evaluation and Measurement Plan (PEMP) defines the Office of River Protection's (ORP) approach in evaluating, documenting, and providing performance fee to Advanced Technologies & Laboratories International, Inc. (ATL), in the execution of requirements defined in Contract DE-AC27-10RV15051. This PEMP is for January 1, 2015, through July 2, 2015, that includes a contract Extension Base Period. This PEMP may also cover the Extension Option Periods I through III if exercised. These extended performance periods are as follows:

Extension Base Period: January 1 through April 2, 2015
Extension Option Period I: April 3, 2015 – May 2, 2015
Extension Option Period II: May 3, 2015 – June 2, 2015
Extension Option Period III: June 3, 2015 – July 2, 2015

1. PEMP Objectives

- a. Provide ORP with a mechanism to achieve its highest priority objectives;
- b. Provide incentive to ATL to accomplish ORP's management and program objectives through the establishment of critical performance objectives and measures;
- c. Reward ATL with fee commensurate with the achievement of the specific ORP performance requirements;
- d. Create an administratively efficient process to assess ATL performance;
- e. Provide a fair and reasonable basis for determining the amount of fee earned; and
- f. Create a process that ensures ATL work efforts are executed in a manner that provides high value and high quality deliverables to ORP.

2. Fee Concept

Performance-based management contracting principles emphasize results-oriented work statements, and performance objectives and measures to incentivize contractors to achieve excellent performance. ORP implements performance-based management contracting

DOE OFFICE OF RIVER PROTECTION PERFORMANCE EVALUATION AND MEASUREMENT PLAN
ADVANCED TECHNOLOGIES & LABORATORIES INTERNATIONAL, INC. -CONTRACT DE-AC27-10RV15051**PERFORMANCE BASED INCENTIVES (PBI)**

		Extension Base Period	Extension Option Period I	Extension Option Period II	Extension Option Period III
PERFORMANCE BASED INCENTIVES	VALUE (%)	VALUE (\$)	VALUE (\$)	VALUE (\$)	VALUE (\$)
PBI 1 - On-Time Delivery	25%	\$ 55,625.96	\$ 18,913.73	\$ 19,180.40	\$ 19,402.59
PBI 2 - Evaluations/Proficiency Tests	20%	\$ 44,500.77	\$ 15,130.98	\$ 15,344.32	\$ 15,522.07
PBI 3 - Maintain Holding Times	25%	\$ 55,625.96	\$ 18,913.73	\$ 19,180.40	\$ 19,402.59
Total PBI Fee Available	70%	\$ 155,752.69	\$ 52,958.44	\$ 53,705.12	\$ 54,327.25

ORP will evaluate performance in each of the PBI areas using the Performance Measures and Targets for each the PBIs. The Performance Targets are considered necessary to achieve the Performance Objective stated in the PBI. The evaluation will assign the percent of available fee earned to each PBI based on the contractor's performance against the Performance Targets. The percent of available fee earned will match the performance target assigned to each PBI.

PBI -1	On-Time Delivery	Due Date: 7/2/2015
		Value (%): 25%
		Value (\$): \$19,402.59
Performance Objective	ATL will provide at a minimum 85% on-time delivery of analytical deliverables during this evaluation period.	
Performance Measures	This PBI will be measured by dividing the number of on-time analytical deliverables by the total number of analytical deliverables reported during this evaluation period.	
Performance Target	Total available fee will be paid as follows: On-Time Delivery % $\geq 95\%$ = 100% of Fee On-Time Delivery % $\geq 90\% < 95\%$ = 90% of Fee On-Time Delivery % $\geq 85\% < 90\%$ = 80% of Fee On-Time Delivery % $< 85\%$ = 0% of Fee	

PBI -2	Evaluations/Proficiency Tests	Due Date: 7/2/2015
		Value (%): 20%
		Value (\$): \$15,522.07
Performance Objective	ATL shall maintain an overall average score of at least 85% for annual proficiency tests performed during the evaluation period.	
Performance Measure	This PBI will be measured by the percent of acceptable performance evaluation results of the total number of performance evaluation analyses performed.	
Performance Target	Total available fee will be paid as follows: Overall Average Score % $\geq 95\%$ = 100% of Fee Overall Average Score % $\geq 90\% < 95\%$ = 90% of Fee Overall Average Score % $\geq 85\% < 90\%$ = 80% of Fee Overall Average Score % $< 85\%$ = 0% of Fee	

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PBI -3	Maintain Holding Times	Due Date: 7/2/2015
		Value (%): 25%
		Value (\$): \$19,402.59
Performance Objective	ATL will maintain holding time (i.e, the time that a sample remains viable for analysis) performance at greater than or equal to 85% during this evaluation period.	
Performance Measure	This PBI will be measured by dividing the number of holding times met by the total number of analytical tests with holding times, for analyses performed by the laboratory during this evaluation period.	
Performance Target	<p>Total available fee will be paid as follows:</p> <p>Holding Time Met % $\geq 95\%$ = 100% of Fee Holding Time Met % $\geq 90\% < 95\%$ = 90% of Fee Holding Time Met % $\geq 85\% < 90\%$ = 80% of Fee Holding Time Met % $< 85\%$ = 0% of Fee</p>	

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SEA - 1	Cost and Schedule Management	Due Date: 7/2/2015
		Value (%): 15%
		Value (\$):\$11,641.55
Performance Objective	ATL will demonstrate sound cost and schedule management	
Performance Target	<p>ATL's performance will measured utilizing at the minimum the following award fee evaluation criteria:</p> <ul style="list-style-type: none"> • Cost Control – The Contractor maintains cost control (i.e., actual costs incurred for work performed are equal to or less than the estimated costs for that work) and actively pursues cost containment and reduction through innovative approaches and management of resources. Cost and Schedule Integrity – Identify and implement cost improvement initiatives. Provide and maintain accurate schedules of work performed and associated costs. • Contractor shall project, budget, monitor, adjust and control cost aspects that are associated with the 222-S Laboratory Analytical Services and Testing (LAS&T) contract. • Schedule – Promptness of delivery, reaction time and appropriateness of response to changes, recovery from delays, response to emergencies and other unexpected situations. 	

SEA - 2	Analytical Performance and Data Quality	Due Date: 7/2/2015
		Value (%): 10%
		Value (\$): \$7,761.04
Performance Objective	ATL will be evaluated on the overall analytical performance and data quality of deliverables utilizing the existing quality assurance and quality control plan.	
Performance Target	<p>ATL's performance will measured utilizing at the minimum the following award fee evaluation criteria:</p> <ul style="list-style-type: none"> • Quality of final reporting data; measured by issues identified through review comment records, client complaints, requests for revised or corrected reports, and performance evaluation samples • Document the number and categorize the seriousness of data quality issues associated with analytical data and resolve in a timely manner which meets clients' needs • Maintain acceptable sample archival and sample preservation as required • Ensuring that existing and functional Government-provided instruments are properly calibrated and ready to perform analytical work scope • Maintain and satisfactorily implement a QA program compliant with ATL's approved QAPD. 	

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SEA - 3	Environmental Stewardship and Compliance	Due Date: 7/2/2015
		Value (%): 5%
		Value (\$): \$3,880.52
Performance Objective	ATL will demonstrate sound Environmental Stewardship and Compliance	
Performance Target	ATL's performance will be measured utilizing at the minimum the following award fee evaluation criteria: <ul style="list-style-type: none">• ATL actions fully support the 222-S Lab Steward in maintaining applicable environmental permits and safety authorizations• Early identification of issues and concerns through a proactive assessment and evaluation program• Number and seriousness of any non-compliances, infractions, or violations and the timeliness and quality of related reporting and responses.• Properly manage chemicals and support the 222-S Steward's implementation of waste minimization and pollution prevention practices	